

Agenda Item Form

Agenda Date: 6/15/2004

Districts Affected: 4

Dept. Head/Contact Information: Norman C. Merrifield/ Daisy Esparza (Ext. 4057)

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: USER FEE

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: _____

Why is this item necessary:

It provides staff for Northeast Recreation Center to perform duties outlined on contracts.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Contract is for performance of services. Maintenance and operating expenditures are nil.

Statutory or Citizen Concerns:

Demands and needs are met.

Departmental Concerns:

Approval of Independent Contractor Contracts will enable Parks Department to meet it's mission, objectives and functions.

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CITY CLERK DEPARTMENT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

NORTHEAST RECREATION CENTER

DEPARTMENT ID: 51510107, ACCOUNT: 502215

1. CONTRACTOR: Shannon M. Berg, Daycare Instructor
DATES: June 16, 2004 through August 31, 2004
RATE PER HR: \$6.35
CONTRACT NO: 2003/2004-278

APPROVED this 15TH day of June, 2004.

THE CITY OF EL PASO

ATTEST:

Joe Wardy
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Norman C. Merrifield, Director
Parks & Recreation Department

APPROVED BY CIVIL SERVICE COMMISSION:

By: _____
Terry Bond, Secretary

6/10/04 Date



STATE OF TEXAS

COUNTY OF EL PASO

) DAYCARE PERSONNEL
) EMPLOYMENT CONTRACT
) PARKS AND RECREATION

DEPARTMENT ID: 51510107
CLASS: 51057
FUND: 16311
PROJECT: P500211
SPEED CHART: P0189
ACCOUNT: 502215
CONTRACT NO: 2003/2004-278

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Shannon M. Beg, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a Daycare Instructor for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter; and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of Assistant in daycare preschool Summer Camp 6:30am-6:00pm under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.

2. **TIME OF PERFORMANCE** The employment of Contractor is to commence on or about June 16th 2004 and shall continue until August 31, 2004.

3. **COMPENSATION AND METHOD OF PAYMENT** The Contractor shall be paid biweekly at the rate of \$6.35 per hr and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the Contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.

4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same it, it is agreed that this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County.

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of the Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination.

7. **MISCELLANEOUS** The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under this agreement.



**EMPLOYMENT CONTRACT
PARKS AND RECREATION**

CONTRACT NO:

8. COMPLETE AGREEMENT This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas
2 Civic Center Plaza
El Paso, Texas 79901-1163

CONTRACTOR:

Name: Shannon M. Berg
SS: 45
Address: _____
Phone: 6 _____

IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this

_____ day of _____, _____.

CITY OF EL PASO, TEXAS

ATTEST:

Joe Wardy, Mayor

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Shannon Berg

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Parks & Recreation Director

Program Coordinator

APPROVED BY THE CIVIL SERVICE COMMISSION

Superintendent

By: _____
Terry Bond, Secretary:

Administrative Analyst

DEPT. ID: 51510107 Date
CLASS: 51057 Northeast Rec
FUND: 16311 Center
PROJECT: P500211
SPEED CHART: P0189
ACCOUNT: